„SIGNAL" d.o.o.
SOMBOR, Centrala 163
Broj: 20/24 -4-
Datum: 22.02.2024.

SALES AGREEMENT

This Agreement is made and entered into on : 22.02.2024. between:

Contract No:NSSB-MPS-CP-2024-01

I. CHINA RAILWAY INTERNATIONAL CO., LTD SERBIA OGRANAK BEOGRAD, with its registered office at Serbia, Rajka Mitića br. 8, Beograd 11040 (Savski Venac), with registration number 29507228, represented by Qi FengRan (hereinafter: the Buyer, which term shall include its successors and assignees)

and

2. SIGNAL DOO SOMBOR, with its registered office at Sombor, Street: Centrala no. 163, 25000 Sombor ; registration number 08265330, PIB 100122798, current account number 205-517686-97 with NLB bank, represented in this contract by Siniša Lazić (hereinafter: the Seller, which term shall include successors and assignees)

Preamble

(1) WHEREAS the Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, was entered by the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd, ("Commercial contract") on July 7, 2018;

(2) WHEREAS in accordance with the Commercial contract, the Buyer as the lead party of the Joint venture of China Railway International Co., Ltd.and China Communications Construction Company Ltd, is entitled to subcontract part of the construction works

Article 1

Subject of this agreement is the purchase of the signal signs by the Buyer. The total agreement price is RSD 14.075.577.34. The unit price of signal signs and installation in the the offer (Attachment 1. Offer No: 22/24 and 23/24) is fixed and include the direct or indirect expenses of the Seller. The **final price** is determined by the actual number of signal signs required and the installation and transportation. Terms of payment : 50% advanced, 50% due to invoice for final price after receiving.

Article 2

The list of signal signs is described specifically in project design and BOQ sent by Contractor.
Only after receiving and verifying all of the following documents submitted by the Seller and confirmed all the signal signs delivery and installation and acceptance at the place designated by the Buyer. The payment to the Seller's bank account 205-517686-97 opened at NLB bank can be paid.
(1) Original copy of the delivery notes.
(2) Original copy of the invoice for the final price.

Article 3

The Seller will take full responsibility for the production, installation, transportation and foundation of all signal signs (the platform will need to be restored to its original state after the foundation is installed).

The Seller will not cause damage to the completed works of the Buyer or the Third party during installating signal signs, otherwise the Seller shall bear the responsibility and cost of repairement.

Article 4

The quality of the agreement all signal signs shall comply with the technical requirements of the buyer and the relevant requirements of the Republic of Serbia.

Article 5

Without the written consent of the Buyer, the Seller shall not assign the contract or any part thereof, or enter into any agreement with any person / company for the execution of any portion of the supply.

Article 6

If the Seller shall in any manner neglect or fail to carry on the work or performance of the terms of the agreement with due diligence or violates any of the terms of this agreement, the Buyer shall be entitled to terminate the agreement.

Article 7.

The Force Majeure Clause 2003 of the International Chamber of Commerce (ICC Publication 650) is hereby incorporated into and is deemed to be 'part of this Contract. Contracting Party affected by force majeure is obliged to present written and material evidence and confirmation of the competent bodies of the actual existence, nature and scope of force majeure, on request of the other Party. If the case of force majeure continues for more than sixty (60) days, the Parties will mutually decide on the continuation or termination.

Article 8

The terms of this agreement shall be governed by the Laws of the Republic of Serbia.That if any dispute arises under this agreement between the Parties hereto, the matter shall be referred to the Commercial Court in Belgrade.

Article 9

This agreement is in four copies, each parities hold two copies.

Representative of Buyer: CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD

Representative of Seller: PREDUZEĆE ZA IZRADU, PROJEKTOVANJE I MONTAŽU SIGNALNIH UREĐAJA SOMBOR SIGNALING d.o.o.